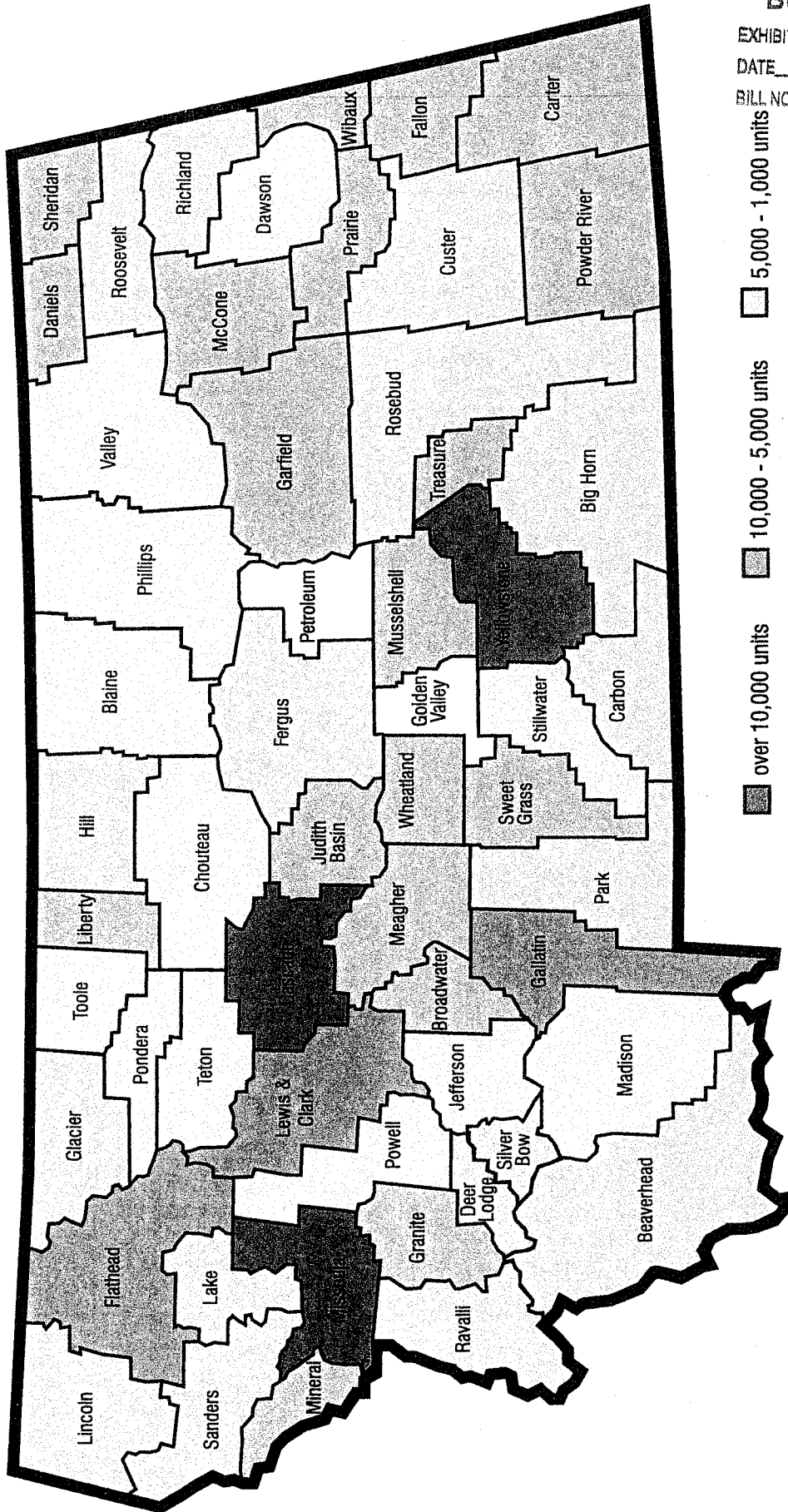


MONTANA RENTERS: 246,000 STRONG



BUSINESS & LABOR

EXHIBIT NO. 5
 DATE 2/10/09
 BILL NO. SB 323

- ☒ over 10,000 units
- ☐ 10,000 - 5,000 units
- ☐ 5,000 - 1,000 units
- ☐ less than 100 units
- ☐ 1,000 - 500 units
- ☐ 500 - 100 units

ADEA Property Management, L.L.P.**Rental Agreement and Regulations**

Tenant(s): John Doe
Premises: 2576 Smith Rd Missoula, MT 59801
Property Code:

Rent Beginning Date: 07-01-06
Earliest Ending Date: 06-30-07

Minimum rental period in months:
12 months
lease will renew June 30, 2007
for 12 months

Monthly rental amount: \$540.00
Prorated Rent: \$N/A

Deposit: \$500.00 (paid 7-22-2005)
Additional Deposit: \$N/A

Late fee: \$35.00

THE ENTIRE MONTH'S RENT IS DUE ON THE 1ST DAY OF THE MONTH AND LATE AFTER THE 3RD BUSINESS DAY OF THE MONTH.

SPECIAL PROVISIONS FOR THIS RENTAL AGREEMENT

This is a lease renewal. All rules and regulations remain the same as the original lease.
Original lease inspection remains in effect

Utilities provided by owner

Garbage
Sewer
Water
Heat, Electric

Others living with tenant

none

OTHER INFO: TENANT(S) NEED TO GIVE 30 DAY WRITTEN NOTICE (EVEN IF LEAVING AT THE END OF YOUR LEASE TERM.). CARPETS MUST BE PROFESSIONALLY CLEANED WHEN VACATING (THIS DOES NOT MEAN A RUG DOCTOR). NO PETS ALLOWED IN OR ON THE PREMISE.

LANDLORD/AGENT AND TENANT AGREE THAT each of the terms of this Agreement and of Landlord's Rules and Regulations, if any, constitutes an independent condition of Tenant's right to possession of the premises. Any failure by tenant to comply with one or more of such terms shall constitute a default hereunder and Landlord may terminate Tenant's right to possession of the premises and other right under the Agreement, and Landlord may exercise such remedies as are provided by state law. Each tenant is an agent of the other for purposes of this rental agreement, so that notice to, or service of process, upon one tenant, constitutes notice to or service on all tenants and/or occupants of the premises. Furthermore, each tenant is wholly and severally liable for fulfillment of the terms of the lease.

Landlord/Agent

Tenant

Date

Tenant

[REDACTED]

September 13, 2007

[REDACTED]
1012 W. Pine #611
Missoula, MT 59802

Dear [REDACTED]:

This is notice that the existing Rental Agreement for the property located at 1012 W. Pine #611, Missoula, MT 59802 will be amended as of November 21, 2007 between [REDACTED] (Landlord), and [REDACTED] (Tenants).

Effective November 22, 2007, the dates of your Rental Agreement will be amended to begin on November 22, 2007 and end on July 30, 2008.

Effective December 1, 2007 your Rental Agreement will change as follows: Rent will increase from \$545.00 to \$545.00.

The following changes will occur to your utilities or pet rent: NA

If applicable, the amount of rent listed above does not reflect utilities or pet rent. Please add utilities and pet rent to the figure listed above.

All other terms and conditions of the Rental Agreement continue to apply as stated on your Rental Agreement with exception to any changes being made in the attached Addendum.

Please sign this form and return it to [REDACTED] within seven (7) days of receiving.

PAYMENT OF DECEMBER RENT (WITHOUT HAVING GIVEN NOTICE OF MOVE OUT) CONSTITUTES ACCEPTANCE OF THIS ADDENDUM TO YOUR CONTRACT, WHETHER THIS ADDENDUM IS SIGNED OR NOT.

******If you plan on moving out of your unit, you must provide a thirty(30) day written notice to [REDACTED] 30 days prior to the end of your current lease term******

Please contact our office at [REDACTED] if you have any questions.

**PROFESSIONAL PROPERTY MANAGEMENT, INC.**

Palmer Professional Park
2685 Palmer Street, Suite B
Missoula, Montana 59808
E-mail: ppm@montana.com
Website: professionalproperty.com

Louise H. Rock, Owner
Property Manager
Robin L. Poire, General Manager
Property Manager
Phone: (406) 721-8990
Fax: (406) 542-2100

Katherine Monser
Eric Schultz
204 E. Pine St. #14
Missoula MT 59801

**IMPORTANT
READ CAREFULLY**

Dear Katherine and Eric:

Please read the entirety of this letter as there are important changes regarding your current rental agreement.

As you are probably aware, your current lease is set to expire 06/30/2008. Below are changes to your current lease term. Please be advised that no signature is required, and payment of rent acknowledges acceptance and knowledge of this addendum to your original lease. If you plan to vacate at the end of your current lease, you must give PPM written notice at least 30 days prior to the expiration date of your lease.

****Please be aware that there is now a Break-a-Lease fee of \$200.00 if you end your tenancy prior to the end of the lease period.****

New lease term is: July 1, 2008 - June 30, 2009
Monthly rent: \$450.00

All other terms and conditions of the original agreement hereby remain unchanged. If you are required to have renter's insurance, you must provide our office with a copy of the renewal.

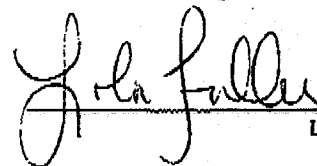
If you have any questions or concerns regarding these changes, please contact our office before your current lease expiration of 06/30/2008.

Thank you for renting from PPM; we greatly appreciate your tenancy!

Sincerely,

Professional Property Management

Professional Property Management, Inc. Certificate of Mailing
I, Lola Fuller, for Professional Property Management, Inc. do hereby certify that on the 12th day of May 2008, I served the foregoing notice of required policy upon the party hereto by mailing a true and correct copy, postage certificate of mailing, to the following:
Katherine Monser and Eric Schultz
204 E. Pine St. #14
Missoula MT 59801


Lola Fuller

**PROFESSIONAL PROPERTY MANAGEMENT, INC.**

Palmer Professional Park
2685 Palmer Street, Suite B
Missoula, Montana 59808

Pamela A. Lundt, Broker
Louise H. Rock, Property Manager
Salesperson

Phone: (406) 721-8990 • Fax (406) 542-2100

E-mail: ppm@montana.com

Website: professionalproperty.com

07/13/2007

Jack Kehoe
Jane McBurney
1417 S 3rd W
Missoula MT 59801

Dear Jack and Jane:

As you are probably aware, your current lease is set to expire 06/30/2007. This letter is intended to give you notice regarding changes in your current rental agreement. Please disregard the previous notice, the end date was incorrect. There is no need to sign, this letter is automatically giving you and extended lease term as stated below:

New lease term is: July 1, 2007- June 30, 2008

Monthly rent: \$795.00

Late charges: \$25.00 on the 6th and \$5.00 a day thereafter until the rent is paid in full. Rent payments must be in our office by the close of business on the 5th, including weekends and holidays, to avoid late charges.

All other terms and conditions of the original agreement hereby remain unchanged. If you are required to have renter's insurance, you must provide our office with a copy of the renewal.

If you plan to vacate at the end of your current lease, you must give PPM written notice at least 30 days prior to the expiration date of your lease.

Professional Property Management is now offering ACH banking, which would allow your rent payment to be automatically debited from your checking or savings account on the third of every month. *If the third falls on a weekend or holiday, the money will be withdrawn the next business day thereafter.* There is a calendar enclosed that indicates the dates of withdrawal. If this is something you are interested in, *please fill out the included ACH authorization, attach a voided check, and return it to our office.* Please know that we can only debit one account per household and it must be for the full rent amount for the property you occupy.

Another new feature we are offering is the ability to put in a maintenance request online. This feature can be found on our homepage at www.professionalproperty.com. If your maintenance situation is an emergency, please contact our answering service at 721-8990, option 8.

Caras Property Management
125 W. Main Street Suite B
Missoula, Mt. 59802

Phone: 543-9798
FAX: 543-1602

11/18/08

Tim Betts
331 N. Higgins #4
Missoula, Mt. 59802

Dear Resident(s):

This is notice that the existing Rental Agreement will be amended as of 1/1/2009 between Caras Property Management (Landlord), and Tim Betts (Tenant).

Effective 1/1/2009 the date of your lease will be amended to begin on 1/1/2009 and end on 7/31/2009.

Effective 1/1/2009 your lease will change as follows: Rent changes from \$338.00 to \$445.00.

The following changes will occur to your utilities or pet rent: none.

If applicable, the above amount of the rent does not reflect utilities or pet rent. Please add utilities and pet rent to the figure listed above.

~~xx~~ All other terms and conditions of the lease continue to apply as stated on your rental agreement.

____ New lease addendum/lease enclosed. Please sign and return to our office.

If you plan on continuing your tenancy with Caras Property Management, Please sign this form and return it to our office within fourteen (14) days of receipt.

**PAYMENT OF NEXT MONTH'S RENT CONSTITUTES ACCEPTANCE OF THIS
AMMENDMENT TO YOUR CONTRACT.**

If you plan on moving out of your unit, you must provide Caras Property Management with a thirty (30) day written notice.

Please contact our office at 543-9798 if you have any questions.

Resident

Date

Resident

Date

RENTAL AGREEMENT

is by and between Geoffrey E. Bayliss
"Lessee,"

being commonly known as _____
being terms and conditions:

	Total due	Rec
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Deposits TOTAL

Fixed-Term
Agreement

1. Lessee agrees to lease this dwelling for a fixed term beginning _____ and ending _____ (Six Month Agreement). Upon expiration, this Agreement shall become a month to month agreement AUTOMATICALLY, UNLESS either Lessee or Lessor notify the other party in writing and postmarked at least thirty (30) days prior to expiration that they do not wish this Agreement to continue on any basis.

Rent

2. (a) ~~Lessee agrees to pay a Base Monthly Rent on the first day of each calendar month throughout the term without any offset or deduction of any kind. Rent is to be paid in lawful money of the United States of America, which shall be legal tender at the time of payments of rents, in the amount of \$ _____.~~

(b) Lessee understands that issuance of a check or draft without funds or with intent to defraud is a criminal offense punishable by imprisonment or by a fine or both fine or imprisonment.

(c) In the event the term of this Lease commences other than on the first day of the calendar month or if the termination date is not the last day of a month, prorated monthly installment shall be paid for the fractional month during which this Lease commences and/or terminates. Payment of rent shall be made by Lessee to _____ at PO BOX 3455, MISSOULA, MT. 59806.

(d) If any payment of Base Monthly Rent is not received by Lessor by the fifth (5th) day of the calendar month in which it is due, then that Base Monthly Rental payment shall be increased by Thirty Dollars (\$30.00) for the sixth day of calendar month, plus Five Dollars (\$5.00) per day thereafter of delinquency. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor excuse or cure any default by Lessee under this Lease, nor prevent Lessor from exercising any of the rights and remedies granted hereunder.

(e) "Rent", "Rental", "rent" or "rental" includes the Base Monthly Rental and other sums as maybe due from Lessee pursuant to any other provisions of this Lease, and any other sums, payable, or becoming payable to Lessor under this Lease.

(f) In the event a check comes back for non-sufficient funds, a service charge of Thirty Dollars (\$30.00) plus late fees will be assessed to the Lessee.

From: Tom [mailto:Tom@professionalproperty.com]
Sent: Friday, February 06, 2009 3:14 PM
To: Henderson, Denver
Cc: aaron@rentspm.com
Subject: Support for original Senate Bill No. 323

Dear Denver Henderson,

I write as a licensed property manager and as the Western Montana Chapter NARPM Past President Board Member to express full support of the original bill, Senate Bill No. 323 as drafted by Bart Campbell and introduced by R. Erickson., and I have attached the bill for your convenience and reference.

The language as presented is well balanced from both the tenant and landlord perspective and is a workable solution to conducting business in our field as it relates to lease extensions.

However, I would like to see the term "notice" in lines 14, 19, and 22 more clearly defined as "30 days written notice". The clarification is in the best interests of the tenant and the landlord.

The language change would give direction as to how the notice should occur (written) and in what time frame (30 days). The proposed language allows for adequate lead time for the tenant in the event that the landlord is terminating the agreement, and the resident subsequently needs to vacate.

The proposed language also provides the landlord with adequate notice should the tenant choose to terminate the lease, allowing for the landlord to attempt to re-lease the property in a timely manner.

Again, the clarification is a well balanced and workable approach, and I am in full support of the original Senate Bill No. 323 as introduced with the requested language change to "notice".

Sincerely,

Tom Chapman

WT MT Chapter NARPM Past President Board Member
National NARPM Member
Licensed Property Manager
(406) 721-8990
Fax: (406) 542-2100
Email: tom@professionalproperty.com